

MUTTIAH *v.* MARIAN.*C. R., Kurunegala, 3,306.*1895.
August 20.*Landlord and tenant—Notice to quit.*

A notice given by a landlord to his monthly tenant on the 26th January to quit "on or before" the 28th February following is a sufficient notice to quit.

THE facts of the case sufficiently appear in the judgment.

20th August, 1895. BROWNE, A.J.—

Plaintiff's attorney on 24th January gave defendant notice in plaintiff's own name to quit "on or before the 28th February," and in failure instituted proceedings under the Small Tenements Ordinance in his principal's name, making his own affidavit, commencing "I am the lawful attorney of" [plaintiff], and after averment of plaintiff's letting and defendant's tenancy, continuing "on the 26th January, 1895, I gave notice to the said tenant by letter of that date signed by M, my proctor, to quit the tenement aforesaid on or before the 28th February, 1895." It is objected that the affidavit is defective, as expressing only the personal act of the defendant, and that sufficient notice to quit has not been proved. I must regard the initiatory averments in the affidavit as showing that this act of the defendant was an act done by him as plaintiff's attorney, and the notice proved in the proctor's letter to him sufficient.

The notice to quit "on or before" given in *1 S. C. R. 61* was bad, apparently for the date named being the first day of a new month and not the terminal date of any month of the monthly tenancy. So long as the tenant is notified he must quit on that terminal date, it is sufficient, even if it be indicated to him he is welcome to go previously thereto should he so desire. The notice need not mention the particular date on which the tenant is required to quit.

I regard the power of attorney also as sufficient authorization, and affirm the decree with costs.

